

MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL HIGHWAY ADMINISTRATION OF THE
DEPARTMENT OF TRANSPORTATION OF THE
UNITED STATES OF AMERICA
AND
THE NATIONAL ROAD ADMINISTRATION OF
SWEDEN
ON
HIGHWAY MANAGEMENT AND TECHNOLOGY

The Federal Highway Administration of The Department of Transportation of The United States of America ("FHWA") and The National Road Administration of Sweden, hereinafter referred to as the "Parties," embarking in the spirit of harmonious consultation, have reached the following understanding:

This Memorandum Of Understanding ("MOU") seeks to promote and enhance public safety and welfare by fostering research, development, and improvement of highway structures and surfaces, and to promote, encourage, and advance a system of safe, efficient, and environmentally sound highway transportation through personnel exchanges, research, and other forms of cooperation.

Article I.
SCOPE AND OBJECTIVES

The purpose of this MOU is to provide a framework for cooperative activities in the field of highway management and technology including, but not limited to, the following subjects:

1. Pavement performance;
2. Traffic management;
3. Highway safety;
4. Environmental effects; and
5. Highway planning, construction, and maintenance.

Article II.
COOPERATIVE ACTIVITIES

Cooperation may be pursued through one or several methods including, but not limited to, the following:

1. Free exchange of technical information including, inter alia, databases and publications, without regard to publication date;
2. Exchange of experts by the Parties;

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3. Organizing symposia, seminars, and other fora;
4. Research in scientific and managerial subjects;
5. Joint cooperative studies of highway-related subjects in third countries in accordance with the laws and regulations of the Parties, as agreed by the Parties in writing.

Article III.
IMPLEMENTATION

Specific cooperative projects and activities shall be embodied in implementing arrangements or plans. These arrangements or plans shall cover the subjects, procedures, and terms of cooperation to be undertaken, the entities involved, funding, and other appropriate matters related to the conditions of such cooperation. Cost-sharing arrangements shall be discussed and agreed upon on a case-by-case basis.

Article IV.
PROGRAM COORDINATION

The Office of International Programs of FHWA and the Office of The International Secretariat of the National Road Administration are responsible for overseeing and directing the following activities:

1. Selecting representatives, projects and activities;
2. Arranging meetings between representatives and experts of the Parties; and
3. Appointing representatives to meet at least once a year to review and evaluate this program of cooperation and append any modifications to it.

Article V.
INTELLECTUAL PROPERTY

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this MOU and relevant implementing arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this MOU and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Article.

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A. SCOPE

1. For purposes of this MOU, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.

2. This Article addresses the allocation of rights, interests and royalties between the Parties. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with the Article, by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Article does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.

3. Disputes concerning intellectual property arising under this MOU should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal. If the Parties do not so agree, the dispute shall, at the request of either Party, be submitted to arbitration in accordance with the procedures set forth below. Each Party shall, consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

- Unless the Parties or their designees agree otherwise in writing, the arbitration rules of UNCITRAL shall govern.

- Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:

- (i) within 30 days after receipt of a request for arbitration, each party shall name one arbitrator. Within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;

- (ii) if either Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with paragraph A3(i) of this paragraph, either Party may request the President of the Permanent International Association of Road Congresses to appoint the necessary arbitrator or arbitrators within 30 days. If the President is of the same nationality as one of the parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

- the expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the Permanent International Association of Road Congresses in connection with the procedures of paragraph A3(ii) of the Article shall be considered to be part of the expenses of the arbitral tribunal.

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4. Termination or expiration of this MOU shall not affect rights or obligations under this Article.

B. ALLOCATION OF RIGHTS

1. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this MOU. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

2. Rights to all forms of intellectual property, other than those rights described in Section B(1) above, shall be allocated as follows:

i. Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher named as an inventor shall be entitled to share in a portion of any royalties earned by the host institution from the licensing of such intellectual property.

ii. (a) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in its own territory. Rights and interests in third countries will be determined in implementing arrangements. If research is not designated as "joint research" in the relevant implementing arrangement, rights to intellectual property arising from the research will be allocated in accordance with paragraph B2(i). In addition, each person named as an inventor shall be entitled to share in a portion of any royalties earned by either institution from the licensing of the property.

(b) Notwithstanding paragraph B2(ii)(a), if a type of intellectual property is available under the laws of one Party but not the other Party, the Party whose laws provide for this type of protection shall be entitled to all such rights and interests worldwide. Persons named as inventors of the property shall nonetheless be entitled to royalties as provided in paragraph B2(ii)(a).

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C. BUSINESS-CONFIDENTIAL INFORMATION

In the event that information identified in a timely fashion as business-confidential is furnished or created under the MOU, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practice. To the extent permitted by law, information may be identified as "business-confidential," for example, if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

Article VI. DISCLAIMER

Information transmitted by either Party to the other Party under this MOU shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party assumes no liability for the content or use of such information.

Article VII. IMPACT ON THE ENVIRONMENT

The activities under this MOU are not intended to have an adverse impact on the environment, domestically or internationally. The Parties shall consult if any activity may be expected to have a significant adverse impact on the environment.

Article VIII. ENTRY INTO FORCE, DURATION, AND TERMINATION

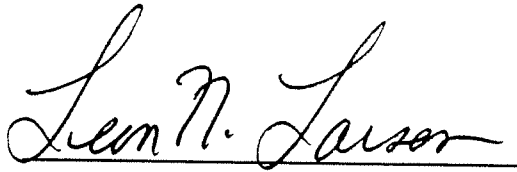
1. This MOU shall enter into force upon signature by the Parties. Either Party may terminate this MOU at any time upon six months' written notice to the other Party. Such termination shall not affect the completion of ongoing projects unless the Parties so agree.

2. The MOU may be amended by written agreement of the Parties.

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DONE at Borlange on this fifteenth day of
June 1992, in duplicate, in the English language.

For the Federal Highway
Administration of the
Department of Transportation
of the United States of America

A handwritten signature in cursive script, reading "Leon N. Larson", written in dark ink on a light background.

Leon N. Larson
Regional Deputy Administrator

For the National Road
Administration of Sweden

A handwritten signature in cursive script, reading "Dr. Per Anders Ortendahl", written in dark ink on a light background.

Dr. Per Anders Ortendahl
Director General